

NO. 576 P. 4

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILE

OCT 16 2013

**BREANNA GROVE and
ANDY GROVE,**

Plaintiffs,

Vs.

**STATE FARM FIRE AND CASUALTY
COMPANY,**

Defendant.

CJ-2013-04776

JURY TRIAL DEMANDED ATTORNEY LIEN CLAIMED

MARY F. FITZGERALD

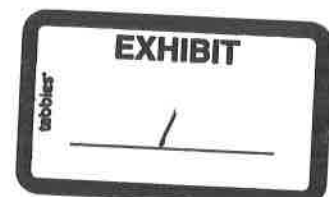
PETITION

COME NOW, Plaintiffs, Breanna Grove and Andy Grove, ("Groves") through their counsel of record, Savage O'Donnell Affeldt Weintraub & Johnson, by Adam Scott Weintraub, for their cause of action against State Farm Fire and Casualty Company, alleges and states as follows:

1. Plaintiff Breanna Grove is a citizen and resident of Oklahoma.
2. Plaintiff Andy Grove is a citizen and resident of Oklahoma.
3. Defendant State Farm Fire and Casualty Company, ("State Farm") is a foreign insurance company doing business in the State of Oklahoma.
4. This Court has jurisdiction over the subject matter and the parties hereto.
5. Venue is proper in this Court as the claims giving rise to damages took place in Tulsa County.

BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

6. At all relevant times herein, Plaintiffs property located at 7815 S. 69th East Avenue, Tulsa, Oklahoma was insured by Defendant.
7. At all times relevant hereto, Plaintiffs performed their respective obligations under the insurance policy.



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CLAIMS MGRS

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8. On or about October 9, 2012, Plaintiff suffered property damage at their home. Plaintiffs' retained both plumbers and engineers to find the cause of the property damage.
9. The property damage was properly reported to State Farm. State Farm assigned the loss Claim Number 36-12D7-210 and indicated a date of loss of October 1, 2012.
10. The plumbers and engineers found the property damage to have been a sudden pipe break, covered under the Groves' policy of insurance, Defendant's policy number 36-EK-1574-6.
11. In refusing to pay Plaintiffs' claim herein, Defendant has breached the terms of the insurance contract between Defendant and Plaintiffs.
12. In its handling of Breanna and Andy Grove's claim, and as a matter of routine business practice in handling like claims under these policies, Defendants breached their duty to deal fairly and act in good faith towards the Groves by:
 - a. Failing and refusing payment on behalf of Andy and Breanna Grove at a time when Defendants knew that they were entitled to those benefits;
 - b. Failing to properly investigate the Groves' claims and to obtain additional information both in connection with the original refusal and following the receipt of additional information;
 - c. Withholding payment of the benefits on behalf of Andy and Breanna Grove, knowing that their claims for those benefits were valid;
 - d. Refusing to honor Andy and Breanna Grove's claims for reasons contrary to the express provisions of the policy and/or Oklahoma law;
 - e. Refusing to honor Andy and Breanna Grove's claims by knowingly misconstruing and misapplying provisions of the policy;
 - f. Failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claims arising under these policies, to include Andy and Breanna Grove's claims;
 - g. Not attempting in good faith to effectuate a prompt, fair and equitable settlement of Andy and Breanna Grove's claims;
 - h. Failing to properly evaluate any investigation that was performed;
 - i. Ignoring facts pertinent to Andy and Breanna Grove in an attempt to reach an unreasonable evaluation of their claim; and

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CLAIMS MGRS

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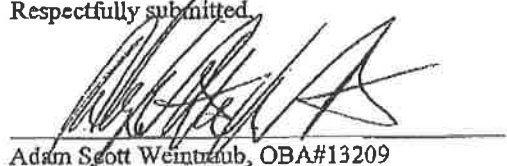
all in violation of the covenant of good faith and fair dealing and resulting in a financial benefit to the Defendant.

13. As a proximate result of the Defendant's breach of the implied covenant of good faith and fair dealing, Andy and Breanna Grove have each suffered anxiety, frustration, mental and emotional distress, financial hardship, attorney expenses, and other incidental damages.

14. Defendant has acted intentionally and with malice in its breach of its duty to deal fairly and act in good faith with Andy and Breanna Grove entitling Andy and Breanna Grove to punitive damages.

WHEREFORE, Breanna Grove and Andy Grove pray for judgment against the Defendant in an amount in excess of \$75,000.00 actual damages and an amount in excess of \$75,000.00 punitive damages with interest and costs of this action, for a reasonable attorney fee and for such other relief as may be appropriate.

Respectfully submitted,



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